



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

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November 17, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO AGREEMENTS WITH  
CURRENT CONTRACTORS FOR SPECIALTY MEDICAL SERVICES -  
PHYSICIAN ANESTHESIOLOGISTS  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign two amendments, substantially similar to the attached Exhibits I and II, to agreements with the three registries listed on Attachment A to increase the hourly rate currently being offered for scheduled general anesthesia, supervision of Certified Registered Nurse Anesthetists (CRNAs), and "On-Call" anesthesia services, to enable the Department to procure as-needed physician anesthesiologist services, at a total estimated net County cost of \$3,474,046, effective upon Board of Supervisors' approval through June 30, 2006.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving the recommended action, the Board is approving an increase to the rates for as-needed physician anesthesiologist services to enable the Department of Health Services (DHS or Department) to obtain these services to cover critical patient care at DHS facilities. The County has been unable to hire an adequate number of physician anesthesiologists and is facing a severe shortage because of the low hourly rate that the County currently offers for these services.

**FISCAL IMPACT/FINANCING:**

Effective upon Board of Supervisors' approval through June 30, 2006, the estimated cost for physician anesthesiologist services provided to the participating County medical facilities will

be as follows: 1) Harbor/UCLA Medical Center (Harbor), \$18,000; 2) High Desert Health System (High Desert), \$56,000; 3) Olive View/UCLA Medical Center (Olive View), \$2,309,213; 4) Martin Luther King Jr./Drew Medical Center (King/Drew), \$1,090,833; or a total estimated net County cost of \$3,474,046 for the seven-month period.

Neither LAC+USC Medical Center (LAC+USC) nor Rancho Los Amigos National Rehabilitation Center (Rancho) uses these registry contracts at this time. LAC+USC and Rancho currently obtain anesthesia services from physician anesthesiologists who have individual contracts with the County.

Funding is included in the Fiscal Year 2005-06 Budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Because of the difficulty in recruiting physician specialists into County employment to staff DHS facilities, the County has contracted with private sector registries that provide physician anesthesiologists to meet the Department's staffing needs. Under the administrative direction of the respective DHS facility's medical director or designee, contractors' physician anesthesiologists perform scheduled general anesthesia, supervise the clinical work of CRNAs, and provide off-site availability by being "on-call".

On June 5, 2001, the Board approved the existing agreements with Anesthesia Provider Group (Contract No. H-212400) and San Fernando Valley Anesthesia Medical Group, Inc. (Contract No. H-212401). On March 11, 2003, the Board approved the current agreement with National Medical Registry, Inc. (Contract No. H-700106) to provide services at High Desert at higher rates because of the difficulty of obtaining services for High Desert. The three Agreements are slated to expire on June 30, 2006.

For Anesthesia Provider Group and San Fernando Valley Anesthesia Medical Group, Inc., the Amendments will increase the current hourly rates as follows: 1) Schedule General Anesthesia, from \$135 to \$225 per hour; 2) Supervision of CRNAs, from \$100 to \$200 per hour; and 3) "On-Call", from \$50 to \$112.50 per hour. For National Medical Registry, Inc., the Amendment will increase the current hourly rate for Scheduled General Anesthesia from \$185 to \$225 per hour. The contract does not contain provisions for On-Call or Supervisory services. County medical facilities are facing a shortage of physician anesthesiologists and have been unable to recruit and retain physicians at the rates approved by the Board on June 5, 2001. The contractors' physicians will continue to pay for their own malpractice insurance and health insurance.

These physician anesthesiologist services are designed to be used only on an as-needed basis. The Agreement does not obligate the County to order any services from the contractors during the term of the Agreement. In addition, the Agreement acknowledges the County's right to contract with other providers and to perform physician anesthesiologist services itself, using

County personnel. Contractors are used only when County staff are not available to provide services.

Each physician must: 1) be either board certified or board eligible and their specialty recognized by the American Medical Association; 2) meet the credentialing requirements of each County hospital, which includes a review of the physician's malpractice history; 3) join the medical staff; and 4) comply with the Professional Staff Association Bylaws of the County hospitals.

Rates of payment for services rendered shall not exceed the rates set forth in Attachments B and C. There shall be no overtime or additional compensation for weekends or holidays for contractor's physician anesthesiologist personnel.

Consistent with Board policy, DHS will identify positions on the re-employment list whose job skills match those required by the County before a contract position is retained. The agreements are not utilized to replace County employees impacted by program curtailments.

The recommended Amendments contain the latest provisions regarding compliance with the County's jury service program, no payment for services provided following expiration/termination of the contract, contractor's acknowledgment of County's commitment to safely surrendered baby law, and contractor's charitable activities compliance.

The Agreements may be terminated with or without cause by the County by providing a 30-day advance written notice.

Contract monitoring functions are performed by the participating County medical facilities' staff.

Attachments A and B provide additional information.

County Counsel has approved the amendments (Exhibits I and II) as to use and form.

#### CONTRACTING PROCESS:

The Amendments will amend the Agreements with the three current contractors, effective upon Board of Supervisors' approval through June 30, 2006. The Agreements will continue to be offered to other interested and qualified providers of physician anesthesiologist services on an as-needed basis during the term of the Agreements.

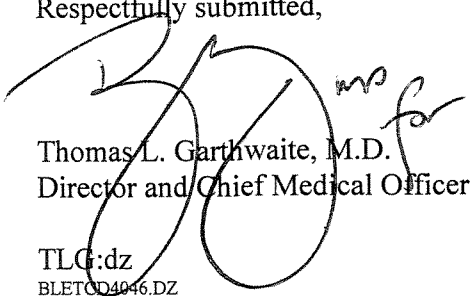
#### IMPACT OF CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended action will ensure that as-needed physician anesthesiologist services for County patients will continue uninterrupted at DHS facilities.

The Honorable Board of Supervisors  
November 17, 2005  
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLC:dz  
BLETO04046.DZ

Attachments (3)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor Controller

**SUMMARY OF AMENDMENT**

1. **TYPE OF SERVICE:**

As-needed Physician Anesthesiologist services for the Department of Health Services medical facilities.

2. **AGENCIES ADDRESSES AND CONTACT PERSONS:**

A. Anesthesia Provider Group  
1412 West 7th street  
San Pedro, California 90732  
Attention: Kamran Ghadimi, M.D.  
Telephone: (310) 548-5481  
Contract No.: H-212400

B. San Fernando Anesthesia Medical Group, Inc.  
6011 North Pointe Place  
Woodland Hills, California 91367  
Attention: Jeffrey Rusheen, M.D.  
Telephone: (818) 347-6261  
Contract No.: H-212401

C. National Medical Registry, Inc.  
901 Calle Amanecer, Suite 300  
San Clemente, California 92673  
Attention: Rob Muller, Administrator  
Telephone: (800) 451-7811  
Contract No.: H-700106

3. **TERM:**

Amendment No. 1 will be effective upon Board of Supervisors' approval through June 30, 2006.

4. **FINANCIAL INFORMATION:**

The contract cost for physician anesthesiologist services provided to the participating County medical facilities will be as follows: 1) Harbor/UCLA Medical Center, \$18,000; 2) High Desert Health System, \$56,000; 3) Olive View/UCLA Medical Center, \$2,309,213; 4) Martin Luther King, Jr./Drew Medical Center \$1,090,833; or a total net County cost of \$3,474,046, effective upon Board of Supervisors' approval through June 30, 2006.

Funding for these amendments is included in the Fiscal Year 2005-06 Final Budget.

5. **PROGRAM INFORMATION:**

Under the administrative direction of the respective DHS facility's medical director or designee, contractors' physician anesthesiologists perform scheduled general anesthesia, supervise the clinical work of Certified Registered Nurse Anesthetists, and provide off-site availability by being "on-call".

6. **APPROVALS:**

Administrative Systems: Fred Leaf, Chief Deputy

Contract Administration: Irene E. Riley, Director

County Counsel (as to form): Sharon A. Reichman, Principal Deputy County Counsel

SPECIALTY MEDICAL SERVICES AGREEMENT  
(Physician Anesthesiologists)

ANESTHESIA PROVIDER GROUP AND  
SAN FERNANDO VALLEY ANESTHESIA MEDICAL GROUP, INC.

**SCHEDULE OF RATES**

County shall compensate Contractor for each physician anesthesiologist providing services hereunder at rates not to exceed the following:

1. Scheduled General Anesthesia Services:

Up to the maximum rate of **\$1,800** per 8-hour shift or Up to the maximum rate of **\$225** per hour (rounded up or down to the nearest hour).

"Hourly On-Call": Up to the maximum rate of **\$112.50** per hour (rounded up or down to the nearest hour).

2. Supervision of Certified Registered Nurse Anesthetist("CRNA") Services:

Up to the maximum rate of **\$1,600** per 8-hour shift or Up to the maximum rate of **\$200** per hour (rounded up or down to the nearest hour).

"Hourly On-Call": Up to the maximum rate of **\$100** per hour (rounded up or down to the nearest hour).

"Hourly On-Call" Anesthesia Service Coverage:

"Hourly On-Call" means off-site availability by pager or telephone, according to a predetermined hourly schedule in writing established by the Medical Facility's Medical director or his/her authorized designee. If called in, the rates change to the shift/hourly rates for Scheduled General Anesthesiology Services or Supervision of CRNA Services, identified in Section 1 or Section 2 of this Attachment, as appropriate, and computed accordingly (i.e., the total charges would be a combination of hourly on-call and in-house shift/hourly rates).

Medical Facility's Medical director or his/her authorized designee shall give written notice to Contractor of an "Hourly On-Call" schedule hereunder at least 24 hours prior to the commencement of such schedule.

Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested physician anesthesiologist personnel arrive at the requesting Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Facility's director or his/her authorized designee. Contractor shall not be compensated if contractor fails to respond or its physicians do not arrive within the time limits.

NOTE:

There shall be no overtime or additional compensation for weekends or holidays for Contractor's physician anesthesiologist personnel for any of the above service categories in this Attachment.

Contractor further agrees that should any physician anesthesiologist perform services at a Medical Facility which are not requested by the Medical Facility's Medical director or his/her designee as specified under this Agreement, such services shall be deemed to be a gratuitous effort on the part of Contractor and the physician anesthesiologist, and neither party shall have any claim against County for such services.

Contractor additionally agrees that an anesthesiologist hereunder may not concurrently provide scheduled general anesthesia services and supervision of "CRNA" services.

SCHEDULE OF RATES  
HIGH DESERT HEALTH SYSTEM ONLY

SPECIALTY MEDICAL SERVICES AGREEMENT  
(Temporary Physician Anesthesiologist)

County shall compensate Contractor for each physician anesthesiologist providing services hereunder at rates not to exceed the following:

1. Scheduled General Anesthesia Services:

Up to the maximum rate of \$1,800 per 8-hour shift or up to the maximum rate of \$225 per hour (rounded up or down to the nearest hour).

2. Per Diem Expenses:

Not to exceed \$25.00 per day.

3. Mileage Expenses:

\$0.33 per mile.

4. Lodging Expenses:

Not to exceed \$75.00 per day.

EXHIBIT I

Contract No. \_\_\_\_\_

SPECIALTY MEDICAL SERVICES AGREEMENT  
(Physician Anesthesiologist)

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between

COUNTY OF LOS ANGELES (here-  
after "COUNTY"),

and

\_\_\_\_\_  
(hereafter "CONTRACTOR").

WHEREAS, reference is made to that certain document entitled  
"SPECIALTY MEDICAL SERVICES AGREEMENT (Physician  
Anesthesiologist)", dated June 5, 2001, identified as County  
Agreement No. \_\_\_\_\_ (hereafter "Agreement"); and

WHEREAS, it is the desire of the parties hereto to amend  
Agreement to increase the hourly rates and the maximum County  
obligation, and make other hereafter described changes; and

WHEREAS, Medical Facility shall retain professional and  
administrative responsibility for the services provided under  
this Agreement; and

WHEREAS, the Agreement provides that changes to its  
provisions may be made in the form of a written amendment which  
is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon Board approval and be in full force and effect to and including June 30, 2006.

2. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with the terms herein, the parties hereby agree and confirm the terms and conditions as set forth in the Agreement.

3. That Exhibit B, SCHEDULE OF RATES, be replaced in its entirety by the Exhibit B-1, attached hereto and incorporated herein by reference. Any reference to Exhibit B in the Agreement shall now be amended to reference Exhibit B-1.

4. That Paragraph 38, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, be revised and amended as follows:

"38. Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall

be grounds upon which County may terminate this Agreement pursuant to the "Term" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

5. That Paragraph 39, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, be revised and amended as follows:

"39. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [(42 USC section 653 (a))] and California Unemployment Insurance Code section 1088.55, and shall implement all

lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

6. That Paragraph 52, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, be revised and amended as follows:

"A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not to exceed five (5) years but may exceed five (5) years or be permanent if

warranted by the circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, The Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment

has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

7. That Paragraph 57, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, be added to the Agreement as follows:

"57. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations

("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

8. That Paragraph 58, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, be added to the Agreement as follows:

"58. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five

days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this

Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit G, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by Contractor.

D. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract.

In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

9. That Paragraph 59, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT, be added to the Agreement as follows:

"59. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after the expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

10. That Paragraph 60, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, be added to the Agreement as follows:

"60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit H of this Agreement and also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes."

11. That Paragraph 61, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, be added to the Agreement as follows:

"61. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent

position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used."

12. That Paragraph 62, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, be added to the Agreement as follows:

"62. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

12. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical  
Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contract and Grants Division

AMENDCD4045.DZ  
dz:11/3/05

**EXHIBIT B-1**

**SPECIALTY MEDICAL SERVICES AGREEMENT**  
(Physician Anesthesiologists)

**SCHEDULE OF RATES**

County shall compensate Contractor for each physician anesthesiologist providing services hereunder at rates not to exceed the following:

1. Scheduled General Anesthesia Services:

Up to the maximum rate of \$1,800 per 8-hour shift or Up to the maximum rate of \$225 per hour (rounded up or down to the nearest hour).

"Hourly On-Call": Up to the maximum rate of \$112.50 per hour (rounded up or down to the nearest hour).

2. Supervision of Certified Registered Nurse Anesthetist ("CRNA") Services:

Up to the maximum rate of \$1,600 per 8-hour shift or Up to the maximum rate of \$200 per hour (rounded up or down to the nearest hour).

"Hourly On-Call": Up to the maximum rate of \$100 per hour (rounded up or down to the nearest hour).

"Hourly On-Call" Anesthesia Service Coverage:

"Hourly On-Call" means off-site availability by pager or telephone, according to a predetermined hourly schedule in writing established by the Medical Facility's Medical director or his/her authorized designee. If called in, the rates change to the shift/hourly rates for Scheduled General Anesthesiology Services or Supervision of CRNA Services, identified in Section 1 or Section 2 of this Exhibit B-1, as appropriate, and computed accordingly (i.e., the total charges would be a combination of hourly on-call and in-house shift/hourly rates).

Medical Facility's Medical director or his/her authorized designee shall give written notice to Contractor of an "Hourly On-Call" schedule hereunder at least 24 hours prior to the commencement of such schedule.

Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested physician anesthesiologist personnel arrive at the requesting Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Facility's director or his/her authorized designee. Contractor shall not be compensated if Contractor fails to respond or its physicians do not arrive within the time limits.

NOTE:

There shall be no overtime or additional compensation for weekends or holidays for Contractor's physician anesthesiologist personnel for any of the above service categories in this Exhibit B-1.

Contractor further agrees that should any physician anesthesiologist perform services at a Medical Facility which are not requested by the Medical Facility's Medical director or his/her designee as specified under this Agreement, such services shall be deemed to be a gratuitous effort on the part of Contractor and the physician anesthesiologist, and neither party shall have any claim against County for such services.

Contractor additionally agrees that an anesthesiologist hereunder may not concurrently provide scheduled general anesthesia services and supervision of "CRNA" services.

AGRECD4045.DZ  
dz:11/3/05

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	(     )	
Solicitation For ( Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

## Part I: Jury Service Program is Not Applicable to My Business

- ☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

## Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law    A Confidential Safe Haven For Newborns**

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant without fear of arrest or prosecution for abandonment. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.



State of California  
Arnold Schwarzenegger, Governor  
Health and Human Services Agency  
S. Kimberly Belshe, Secretary  
Department of Social Services

**What is the Safely Surrendered Baby Law?**

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

**Does a parent have to tell anything to the people taking the baby?**

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**What if a parent wants the baby back?**

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**The Eighteenth Safely Surrendered Baby in California**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

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*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

# CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ( ) ( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586. ( ) ( )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

EXHIBIT II  
Contract No. H-700106-1

SPECIALTY MEDICAL SERVICES AGREEMENT  
(Temporary Physician Anesthesiologist)

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2005,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and NATIONAL MEDICAL REGISTRY, INC.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled  
"SPECIALTY MEDICAL SERVICES AGREEMENT" dated March 11, 2003, and  
further identified as County Agreement No. H-700106 (hereafter  
"Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend  
said Agreement to increase the rates and the maximum County  
obligation, and to make other hereafter described changes; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective on the date of Board  
approval.

2. Paragraph 4, Subparagraph A of Agreement, BILLING AND  
PAYMENT, shall be amended to read as follows:

"A. From June 2, 2003 through June 30, 2003, the  
maximum obligation shall not exceed Eight Thousand Dollars

(\$8,000); beginning July 1, 2003 through June 30, 2005, the maximum obligation shall not exceed Thirty Two Thousand Dollars (\$32,000); beginning July 1, 2005 through June 30, 2006, the maximum obligation shall not exceed Forty-Eight Thousand (\$48,000)."

3. Paragraph 4, Subparagraph E of Agreement, BILLING AND PAYMENT, shall be amended to read as follows:

"E. Neither Contractor nor any of its physician affiliates shall bill any patient or third party for services provided under this Agreement; nor shall they accept or receive any direct cash payment or other compensation from or on behalf of any such patient for such services. The compensation identified in Exhibit B-1, SCHEDULE OF RATES, shall be the total consideration for services provided under this Agreement."

4. Exhibit B, SCHEDULE OF RATES, shall be replaced in its entirety by Exhibit B-1, attached hereto, and incorporated by reference. Any reference to Exhibit B in the Agreement shall now be amended to reference Exhibit B-1.

5. Paragraph 52, CONTRACTOR RESPONSIBILITY AND DEBARMENT: shall be replaced in its entirety as follows:

"52. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's

policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny,

or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor

Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

6. Paragraph 60, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, shall be added to the Agreement as follows:

"60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit C, the County seeks to ensure that

all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY \_\_\_\_\_  
Thomas L. Garthwaite  
Director and Chief Medical Officer

NATIONAL MEDICAL REGISTRY, INC.  
Contractor

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE  
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

po:11/05  
AMENDCD.PO

SCHEDULE OF RATES  
HIGH DESERT HEALTH SYSTEM ONLY

SPECIALTY MEDICAL SERVICES AGREEMENT  
(Temporary Physician Anesthesiologist)

County shall compensate Contractor for each physician anesthesiologist providing services hereunder at rates not to exceed the following:

1. Scheduled General Anesthesia Services:

Up to the maximum rate of \$1,800 per 8-hour shift or up to the maximum rate of \$225 per hour (rounded up or down to the nearest hour).

2. Per Diem Expenses:

Not to exceed \$25.00 per day.

3. Mileage Expenses:

\$0.33 per mile.

4. Lodging Expenses:

Not to exceed \$75.00 per day.

AGREE2383F  
11/05

**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

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 Address

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 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	( )	( )

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.</p>	( )	( )
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 Signature

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 Date

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 Name and Title (please type or print)